

DATED

4th May

2021

JOSEPH ALBERT THOMAS & PATRICIA MAY THOMAS (1)

- and -

MACAULEY CHRYSTIE (2)

C O U N T E R P A R T L E A S E

- of -

**Unit 9 Meadowview Industrial Estate, Hamstreet Road, Ruckinge,
Ashford, Kent, TN26 2NR.**

HALLETT & CO SOLICITORS
11 BANK STREET
ASHFORD
KENT TN23 1DA

THIS LEASE dated the

4th

day of

May

Two

BETWEEN:-

- (1) JOSEPH ALBERT THOMAS & PATRICIA MAY THOMAS** both of Rosehaven, Bourne Lane, Hamstreet, Ashford, Kent, TN26 2HH and whoever for the time being owns the interest in the Property which gives the right to possession of it when the Lease ends ("the Landlord")
- (2) MACAULEY CHRYSTIE** of 73 Tally Ho Road, Stubbs Cross, Ashford, Kent, TN26 1HL and whoever for the time being is entitled to the Property under this Lease ("The Tenant")

1. DEFINITIONS AND INTERPRETATION

IN this Lease:-

- 1.1** Whenever there is more than one tenant or guarantor all their obligations can be enforced against all the tenants or guarantors jointly and against each individual
- 1.2** A reference to an Act of Parliament refers to that Act as it applies at the date of this Lease and any later amendment or re-enactment of it
- 1.3** "Interest" means a payment at four per cent above the published base rate of Barclays Bank plc and paid both before and after judgement or arbitration award. If another bank succeeds to the business of that bank the name of the successor is to be substituted for it. If the named bank ceases to trade in other circumstances the Landlord may nominate any member of the Banker's Clearing House to take the place of the named bank
- 1.4** A right given to the Landlord to enter the Property extends to any Superior Landlord and to anyone the Landlord authorises in writing to enter and includes the right to bring workmen and appliances onto the Property for the stated purpose
- 1.5** Authority given to a person to enter the Property after giving notice extends if the circumstances justify it to entry after giving less notice than specified or without giving any notice
- 1.6** "the Common Parts" are those parts of the Development intended for use by some or all of the tenants of the Development and others authorised by the Landlord

- 1.7** "the Development" means the land and premises forming the Landlord's Meadowview Industrial Estate, Hamstreet Road, Ruckinge, Ashford, Kent, TN26 2NR registered under title number K98203
- 1.8** "the Property" means the Interior of Unit 9, Meadowview Industrial Estate, Hamstreet Road, Ruckinge, Ashford, Kent, TN26 2NR shown edged red on the plan annexed hereto ("the Plan")
- 1.9** Any obligation to pay money refers to a sum exclusive of value added tax ("VAT") and any VAT charged on it is payable in addition
- 1.10** "the Permitted Use" means the use for light industrial purposes and ancillary office use only in connection with the Tenant's business excluding the spraying of volatile/explosive materials
- 1.11** "the Hours of Use" means 7.00am to 7.00pm on Monday to Saturday inclusive but excluding Sundays and Bank Holidays
- 1.12** "the Tenant's Proportion" means a fair proportion of total expenditure as stipulated in writing from time to time by the Landlord or its agent taking into account the size and number of units on the Development
- 1.13** "the Interior" means the internal coverings of the walls of the Property the floor and ceiling finishes of the Property and the doors doorframes windows and window frames of the Property
- 1.14** Gender and number
Words importing one gender are construed as importing any other gender; words importing the singular are to be construed as importing the plural and vice versa
- 1.15** Headings
The clause headings do not form part of this Deed and must not be taken into account in its construction or interpretation

2. IN exchange for the obligations taken by the Tenant:-

The Landlord lets the Property to the Tenant for a term of years starting on and including the 1st day of May 2021 and expiring on and including the 30th day of November 2025 ("the Contractual Term") for the Permitted Use the Tenant paying the Landlord the initial rent at the rate of **NINE THOUSAND SIX HUNDRED POUNDS (£9,600.00)** (£800.00 per calendar month) for the first year, **TEN THOUSAND TWO HUNDRED POUNDS (£10,200.00)** (£850.00 per calendar month) for the second year and for the remainder of the Contractual Term such

annual rent as shall be calculated in accordance with the provisions of clause 10 of this Lease by these instalments:-

- 2.1** on the date of this Lease a proportionate sum for the period starting on the date hereof to 31st May 2021 and then
- 2.2** equal monthly instalments in advance on the 1st day in each month
The rent may be increased under clause 10 with effect from the second anniversary of the start of the Contractual Term ("the Rent Review Date")

3.1 TENANT'S OBLIGATIONS

Payments

The Tenant is to pay the Landlord:-

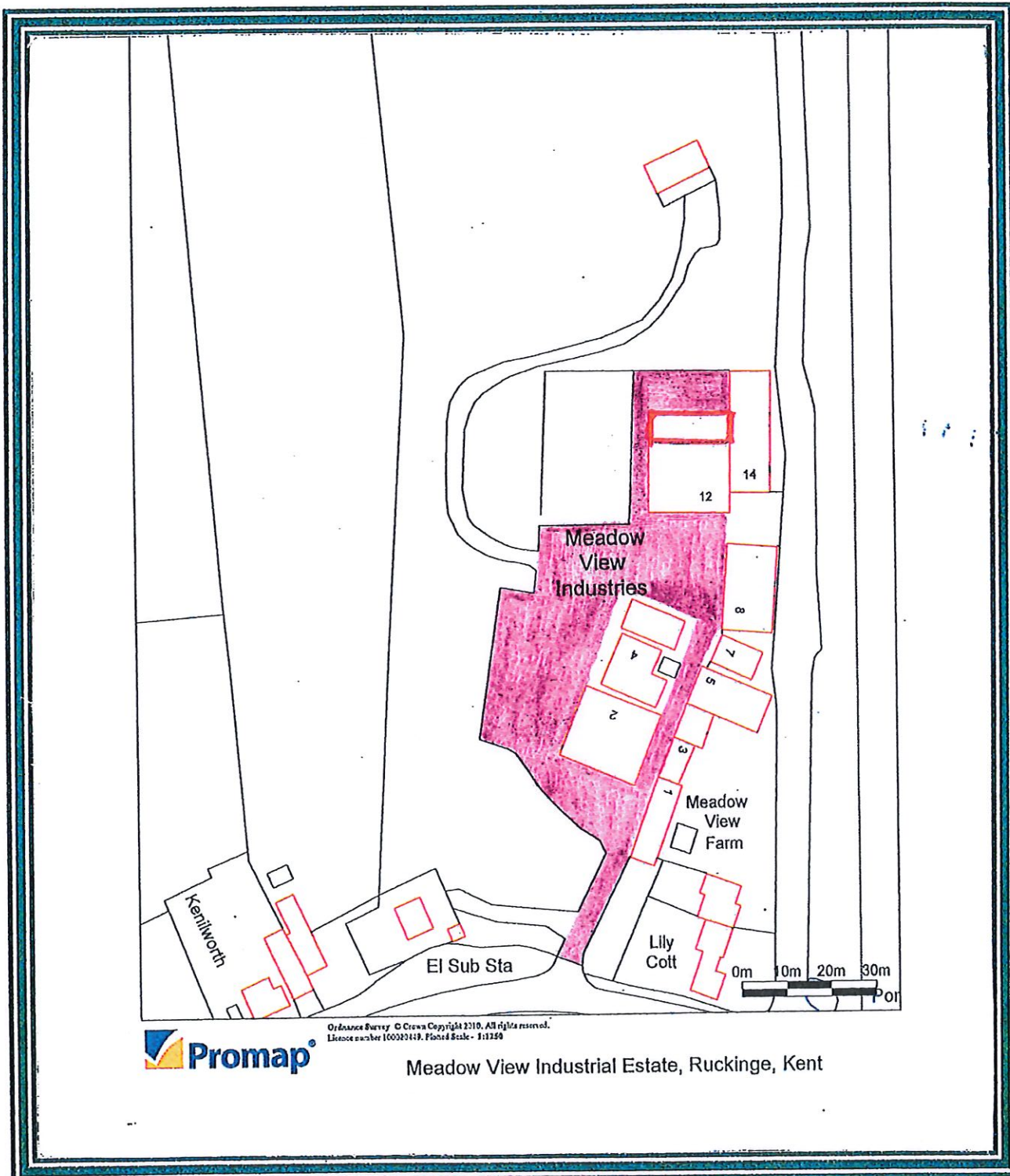
- 3.1.1** the rent on the dates herein provided for payment and
the following sums on demand:-
- 3.1.2** the service charge in accordance with clause 3.3 (and this is to be paid as rent)
- 3.1.3** the Tenant's Proportion of the premium payable for the insurance of the Development under clause 5.2
- 3.1.4** the costs and expenses (including professional fees) of any works to the Property which the Landlord does after the Tenant defaults
- 3.1.5** the (reasonable in relation to subclauses (a) and (c) and) proper costs and expenses (including professional fees) which the Landlord incurs in:-
 - (a)** dealing with any application by the Tenant for consent or approval whether or not it is given
 - (b)** preparing and serving a notice of a breach of the Tenant's obligations under Section 146 of the Law of Property Act 1925 even if forfeiture of this Lease is avoided without a Court Order
 - (c)** preparing and serving Schedules of Dilapidations either during the Contractual Term or recording failure to give up the Property in the appropriate state of repair when this Lease ends
- 3.1.6** interest on any of the above payments when more than 14 days overdue to be calculated from its due date
And in making payments under this clause:-
 - (a)** nothing is to be deducted or set-off
 - (b)** any Value Added Tax payable is to be added

Stafford Perkins

CHARTERED SURVEYORS

11 Park Street
Ashford
Kent TN24 8LR
www.staffordperkins.co.uk

01233 613900



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Meadow View Industrial Estate, Ruckinge, Kent

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3.2 The Tenant is also to make the following payments with Value Added Tax where applicable:-

3.2.1 all periodic rates taxes and outgoings relating to the Property including any imposed after the date of this Lease (even if of a novel nature) to be paid promptly to the authorities to whom they are due

3.2.2 a reasonable registration fee of at least £40.00 plus VAT for each document which the Lease requires the Tenant to register to be paid to the Landlord's Solicitors when presenting the document for registration

3.2.3 The cost of all electricity consumed in the Property direct to the relevant utility company.

3.3 SERVICE CHARGE

The Landlord and Tenant agree that:-

3.3.1 the service charge is the Tenant's Proportion of each item of the service costs

3.3.2 the service costs:-

(a) are the costs which the Landlord fairly and reasonably incurs in complying with his obligations under clause 5.3

(b) include the reasonable charges of any agent contractor consultant or employee that the Landlord engages to provide services

(c) include interest on sums the Landlord borrows to discharge the Landlord's obligations under clause 5.3

3.3.3 The Tenant is to pay the Landlord an interim payment on account of the service charge by an annual payment in advance within 21 days of receiving a written demand from the Landlord or its agent setting out how it is calculated

3.3.4 An interim payment is to be the Tenant's Proportion of what the service costs are reasonably likely to be in the service charge year of account referred to in the written demand

3.3.5 The Landlord is to keep full records of the service costs and at least once a year to send the Tenant an account setting out for the period since the beginning of the Contractual Term or the last account as the case may be:-

(a) the amount of service costs

(b) service charge the Tenant is to pay

(c) the total of any interim payments the Tenant has paid

(d) the difference between the interim payment and the service charge

- 3.3.6** Within 21 days after the Tenant receives the account the amount mentioned in clause 3.3.5(d) is to be settled by payment between the parties except that (apart from the last year of the Contractual Term (howsoever determined)) the Landlord is entitled to retain any overpayment towards any future service charge
- 3.3.7** Disagreements about the amounts of the service charge or the service costs are to be decided by arbitration under clause 8.2

3.4 USE

The Tenant is to comply with the following requirements as to the use of the Property and the Development and any part of it and is not to authorise or allow anyone else to contravene them

- 3.4.1** to use the Property only for the Permitted Use
- 3.4.2** not to obstruct any part of the Development used for access to the Property or any part of the Development or any parking spaces
- 3.4.3** not to do anything which might invalidate any insurance policy covering any part of the Development or which might increase the premium and in particular to ensure that any inflammatory liquids are stored in approved containers as required from time to time by the Landlord's insurance company.
- 3.4.4** not to use the Property nor any parking spaces nor the remainder of the Common Parts outside the Hours of Use
- 3.4.5** not to use any part of the Property or the Development for any activities which are dangerous offensive noisy noxious illegal or immoral or which may become an nuisance or annoyance to the Landlord or to the owner or occupier of any other part of the Development or of any neighbouring Property
- 3.4.6** not to display any advertisements on the outside of the Property or which are visible from outside the Property unless the Landlord consents such consent not to be unreasonably withheld in respect of a sign advertising the Tenant's business and which is not out of keeping with other signage on the Development
- 3.4.7** not to overload the floors or walls of the Property
- 3.4.8** to comply with the terms of every Act of Parliament Order Regulation Byelaw Rule Licence and Registration authorising or regulating how the

Property is used and to obtain renew and continue any licence or registration which is required

3.5 ACCESS

The Tenant is to give the Landlord or anyone authorised by him in writing access to the Property

3.5.1 For these purposes:-

- (a)** inspecting the condition of the Property or how it is being used
- (b)** doing works which the Landlord is permitted to do under this Lease
- (c)** complying with any statutory obligation
- (d)** viewing the Property as a prospective buyer tenant or mortgagee
- (e)** valuing the Property
- (f)** inspecting cleaning or repairing neighbouring Property or any pipes wires and cables serving the Development or any neighbouring property

3.5.2 and only on 7 days written notice except in an emergency

3.5.3 and during normal business hours except in an emergency

3.5.4 and the Landlord is to promptly make good all damage caused to the Property and any goods there in exercising these rights

3.6 CONDITION AND WORK

The Tenant is to comply with the following duties in relation to the Property:-

3.6.1 To keep the Interior in good and substantial repair and good decorative order

3.6.2 To decorate the inside of the Property:-

- (a)** in each third year of the Contractual Term
- (b)** in the last three months of the Contractual Term (however it ends) except to the extent that it has been decorated in the previous year

3.6.3 When decorating the Tenant is to use the colours and types of finish used previously or as approved in writing by the Landlord, such approval not to be unreasonably withheld or delayed

3.6.4 Not to make any structural or external alterations or additions to the Property and not to make internal alterations without first obtaining the approval of the Landlord, such approval not to be unreasonably withheld or delayed

3.6.5 To do work to the Property which any authority acting under an Act of Parliament requires even if it alters or improves the Property. Before the Tenant does so the Landlord is to:-

- (a)** give his consent in writing to the work
- (b)** contribute a fair proportion of the cost of the work taking into account any value to him of that work

3.6.6 If the Tenant fails to do any work which the Lease requires him to do and the Landlord gives him written notice to do it the Tenant is to:-

- (a)** start the work within two months or immediately in case of emergency and
- (b)** proceed diligently with the work
- (c)** in default permit the Landlord to do the work

3.6.7 Any dispute arising under clause 3.6.5(b) or 3.6.6 is to be decided by arbitration under clause 8.2

3.7 TRANSFER ETC

The Tenant is to comply with the following:-

- 3.7.1** the Tenant is not to share occupation of the Property and no part of it is to be transferred sublet or occupied separately from the remainder
- 3.7.2** the Tenant is not to sublet the whole of the Property
- 3.7.3** the Tenant is not to Transfer the whole or any part of the Property

3.8 OTHER MATTERS

The Tenant:-

- 3.8.1** is to give the Landlord a copy of any notice concerning the Property or any neighbouring property as soon as he receives it
- 3.8.2** is to allow the Landlord during the last six months of the Contractual Term to fix a Notice in a reasonable position on the outside of the Property announcing that it is to let
- 3.8.3** is not to apply for Planning Permission relating to the use or alteration of the Property
- 3.8.4** is to obey regulations which the Landlord makes from time to time in the interests of good estate management and of which the Tenant has been given a copy

- 3.8.5** is to observe any security regulations which the Landlord may make from time to time for the use of the Property and the Common Parts and car parking
- 3.8.6** is not to hold any auction sale on the Property nor allow anyone else to do so
- 3.8.7** is to keep all rubbish and waste in enclosed receptacles and to arrange for removal of the same at least once every week or more often if necessary
- 3.8.8** is not to allow a television or radio set or equipment for reproducing sound or musical instrument to be heard outside the Property
- 3.8.9** is not to bring or keep dogs cats or other pets onto the Property
- 3.8.10** is not to keep or store any materials of any nature outside of the Property

4. DAMAGE

If the Property or the Common Parts are damaged by any of the risks to be insured under clause 5 and as a result of that damage the Property or any part of it cannot be used for the Permitted Use:-

- 4.1** the rent or a fair proportion of it is to be suspended for three years or until the Property or Common Parts are fully restored if sooner
- 4.2** if at any time it is unlikely that the Property or the Common Parts will be fully restored within three years from the date of the damage or the end of the term of the Lease which ever is earlier the Landlord (as long as he has not wilfully delayed the restoration) or the Tenant may end this Lease by giving one months notice to the other during the three year period in which case:-
- (a)** the insurance money belongs to the Landlord and
 - (b)** the Landlord's obligation to make good damage under clause 5 ceases
- 4.3** the Tenant cannot claim the benefit of this clause to the extent that the insurers refused to pay the insurance money because of his act or default
- 4.4** any dispute under any part of this clause is to be decided by arbitration under clause 8.2

5. LANDLORD'S OBLIGATIONS

5.1 Quiet Enjoyment

While the Tenant complies with the terms of this Lease the Landlord is to allow the Tenant to possess and use the Property during the Hours of Use without lawful interference from the Landlord anyone who derives title from the Landlord or any Trustee for the Landlord

5.2 Insurance

The Landlord agrees with the Tenant:-

5.2.1 the Landlord shall procure that the Development is insured with reputable insurers to cover:-

(a) full rebuilding site clearance professional fees VAT and three years' loss of rent

(b) against fire lightning explosion earthquake landslip subsidence heave riot civil commotion aircraft aerial devices storm flood water theft impact by vehicles damage by malicious persons and vandals and third party liability and other risks reasonably required by the Landlord

so far as cover is available at the normal insurance rates for the locality and subject to reasonable excess and exclusions and

5.2.2 to take all necessary steps to make good as soon as possible damage to the Development caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the tenant and

5.2.3 to give the Tenant at his request once a year particulars of the policy and

5.2.4 that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy

5.3 Services

The Landlord is to comply with the following duties in relation to the Development:-

5.3.1 to pay promptly all periodic rates taxes and outgoings relating to the Common Parts including any imposed after the date of this Lease (even if of a novel nature) and

5.3.2 to pay or contribute to the cost of repairing maintaining and cleaning anything used in common and

5.3.3 to provide the services listed in the Schedule but the Landlord is not to be liable for any failure or delay caused by industrial disputes shortage of supplies adverse weather conditions or other causes beyond the control of the Landlord

6. FORFEITURE

This Lease comes to an end if the Landlord forfeits it by entering any part of the Property which the Landlord is entitled to do whenever:-

- (a)** payment of any rent is fourteen days overdue even if it was not formally demanded
- (b)** the Tenant has not complied with any of the terms in this Lease
- (c)** the Tenant if an individual (and if more than one any of them) is adjudicated bankrupt or an interim receiver of his Property is appointed
- (d)** the Tenant if a company (and if more than one any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent) or has an administrative receiver appointed or has an Administrative Order made in respect of it

Forfeiture of this Lease does not cancel any outstanding obligation of the Tenant

7. PROPERTY RIGHTS

Boundaries

7.1 This Lease does not let the Tenant the external surfaces of the outside walls of the Property and anything above the ceiling and below the floor

7.2 The Landlord reserves:-

- (a)** all mineral rights but without power of entry to exercise them
- (b)** the right to continue to use all existing rights of way light and air and support and all pipes wires cables drains and other rights benefiting other properties of the Landlord with the right to enter the Property to inspect maintain repair and replace them
- (c)** the right to grant easements and wayleaves over the Property (so that they do not materially interfere with the Tenant's reasonable business use) and to retain all payments in respect thereof and to authorise works in connection therewith

- (d) the right of entry for all reasonable purposes and at all reasonable times in connection with the management of the Property and of the Development
- (e) the right to build on or alter adjoining premises of the Landlord notwithstanding interference with the amenities of the Property

7.3 The Tenant is to have the use whether or not exclusive of any of the following facilities:-

- (a) The right for the Tenant and visitors to come and go to and from the Property over the access ways coloured brown on the Plan for access and delivery to the Property **PROVIDED** that no vehicle shall be allowed to obstruct such access ways nor have a laden weight exceeding ten tonnes
- (b) The rights previously enjoyed by the Property for support shelter and protection and for service wires and pipes to pass through them and
- (c) In common with other tenants on the Development the right to use and enjoy the Common Parts

8. GENERAL

8.1 Landlord's Release

The Tenant must not unreasonably withhold consent to a request made by the Landlord under Section 8 of the Landlord and Tenant (Covenants) Act 1985 for a release from all or any of the Landlord's covenants in this Lease

8.2 Arbitration

Any matter which this Lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act 1996. The Landlord and the Tenant may agree the appointment of the arbitrator or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

8.3 Service of Notices

Any notice under this Lease must be in writing (and for the avoidance of doubt service of notice by email shall not be effective) and unless the receiving party or his authorised agent acknowledges receipt it is valid only if it is given by hand or sent by registered post or recorded delivery and it is served:-

- (a) where the receiving party is the Tenant at the Property or
- (b) where the receiving party is the Landlord at the address shown in this Lease or at any address specified in a notice given by the Landlord to the Tenant

unless it is returned through the Royal Mail undelivered a notice sent by registered or recorded delivery post is to be treated as served on the third working day after posting whenever and whether or not it is received

8.4 New Lease

This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1

8.5 Agreement for Lease

It is certified that there is no agreement for Lease to which this document gives effect

8.6 Break Clause

During the first two years of the Contractual Term the Tenant may by giving not less than three months' prior notice in writing to expire before the end of the second anniversary of the start of the Contractual Term determine this Lease and upon the expiration of such notice this Lease and everything contained herein shall cease and determine but without prejudice to any antecedent breach of any of the Tenant's covenants and obligations hereunder

9. END OF LEASE

When the Lease ends the Tenant is to:-

- 9.1** return the Property to the Landlord leaving it in the state and condition in which the Lease requires the Tenant to keep it
- 9.2** (if the Landlord so requires) remove anything the Tenant fixed to the Property and make good any damage for which that causes
- 9.3** if after the Tenant has vacated the Property on the expiry or sooner determination of the term anything not belonging to the Landlord shall remain in or on the Property the Landlord may as the agent of the Tenant sell or otherwise dispose of the same and after deducting the costs and expenses of removal storage and sale reasonably and properly incurred hold the net proceeds to the order of the Tenant provided that the Tenant indemnified the Landlord against any liability incurred by the

Landlord to any third party whose property shall have been sold by the Landlord in the bone fide mistake and belief (which shall be presumed unless contrary be proved) that such property belonged to the Tenant

- 9.4** (notwithstanding that the term has ended) make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application

10. RENT REVIEW

- 10.1** On the Rent Review Date the rent is to increase to the market rent if that is higher than the rent applying before that date

- 10.2** the market rent is the rent which a willing Tenant would pay for the Property on the open market if let to him on the relevant Rent Review Date by a willing Landlord on a Lease on the same terms as this Lease without any premium and for a period equal to the remainder of the Contractual Term assuming that at that date:-

- (a)** the Property is vacant and has not been occupied by the Tenant
- (b)** the Property can immediately be used
- (c)** the Property is in the condition required by this Lease and any damage caused by any of the risks insured by clause 5 has been made good
- (d)** during the lease period no Tenant has done anything to the Property to increase or decrease its rental value and "anything" includes work done by the Tenant to comply with Clause 3.4.8 but nothing else which the Tenant was obliged to do under this Lease but disregarding any goodwill belonging to anyone who had occupied the Property

- 10.3** If the Landlord and Tenant agree the amount of new rent a statement of the new rent signed by them is to be attached to this Lease

- 10.4** If the Landlord and Tenant have not agreed the amount of the new rent two months before the Rent Review Date either of them may require the net rent to be decided by arbitration under clause 8.2

10.5

- (a)** the Tenant is to continue paying rent at the rate applying before the Rent Review Date until the next rent date after the new rent is

agreed or decided

- (b) starting on that rent day the Tenant is to pay the new rent
- (c) on that rent day the Tenant is also to pay any amount by which the new rent since the Rent Review Date exceeds the rent paid with interest on that amount at 4 per cent below the base rate of Barclays Bank plc or at 1% whichever shall be higher

IN WITNESS whereof the parties have executed this instrument as a Deed the day and year first before written

THE SCHEDULE

Services

1. Repairing and whenever the Landlord acting reasonably regards it as necessary in order to repair replacing or renewing (including decorating where appropriate) the Common Parts of the Development including the access ways
2. Operating maintaining repairing and whenever the Landlord acting reasonably considers it appropriate renewing replacing or modifying plant and equipment
3. Supplying hot and cold water to the lavatory facilities on the Development (if any) during the Hours of Use
4. Planting tidying tending and landscaping any appropriate part of the Common Parts in such manner as the Landlord from time to time considers appropriate
5. Placing and running maintenance contracts as the Landlord deems to be reasonably necessary or desirable

6. Providing and performing all services of any kind whatsoever that the Landlord acting reasonably from time to time provides

SIGNED as a Deed and Delivered)
by the above named **MACAULEY**)
CHRISTIE in the presence of:-)

M. Christie

Witness

Signature *AA*

Print Name *ANDREW ABEL*

Address *18 HUNNER CLOSE*
..... *FOLKESTONE*
..... *KENT*
..... *CT18 7RB*